

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442342

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|---|--|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Satellite Information Services Limited | | 04/01/2015 | Private Limited Company: UNITED KINGDOM |
| RECEIVING PARTY DATA | | | |
| Name: | SIS Live Limited | | |
| Street Address: | Unit 2 Whitehall Avenue | | |
| City: | Kingston, Milton Keynes | | |
| State/Country: | UNITED KINGDOM | | |
| Postal Code: | MK10 0AX | | |
| Entity Type: | Private Limited Company: UNITED KINGDOM | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4612017 | DRIVEFORCE | |
| Registration Number: | 4479754 | MANPAK | |
| Registration Number: | 4063310 | UPAK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2022987570 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 202-625-3500 | | |
| Email: | kattendctm@kattenlaw.com | | |
| Correspondent Name: | Michael Justus - Katten Muchin Rosenman | | |
| Address Line 1: | 2900 K Street, NW | | |
| Address Line 2: | North Tower, Suite 200 | | |
| Address Line 4: | Washington, D.C. 20007-5118 | | |
| ATTORNEY DOCKET NUMBER: | 320001-00013 | | |
| NAME OF SUBMITTER: | Michael R. Justus | | |
| SIGNATURE: | /Michael R. Justus/ | | |
| DATE SIGNED: | 09/07/2017 | | |
| Total Attachments: 11 | | | |
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DATED

1 APRIL 2015

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

between

SATELLITE INFORMATION SERVICES LIMITED

and

SIS LIVE LIMITED

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SCHEDULE

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THIS AGREEMENT is dated *1st APRIL* 2015

PARTIES

- (1) SATELLITE INFORMATION SERVICES LIMITED incorporated and registered in England with company number 4243307 whose registered office is at Unit 2 Whitehall Avenue, Kingston, Milton Keynes, MK10 0AX ("Assignor").
- (2) SIS LIVE LIMITED incorporated and registered in England with company number 5075598 whose registered office is at Unit 2 Whitehall Avenue, Kingston, Milton Keynes, MK10 0AX ("Assignee").

BACKGROUND

- (A) The Assignor owns the intellectual property rights the Trade Marks and Registered Designs set out in Schedule 1 and 2 (as defined below).
- (B) By the Main Agreement (as defined below) the Assignor has agreed to assign to the Assignee the intellectual property rights shown in the Schedules to this contract on the terms set out in this agreement.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Assigned Rights: the Trade Marks and Registered Designs set out in Schedule 1 and 2.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks are open for business.

Main Agreement: Business Transfer Agreement dated 1 April 2015 between the Assignor and the Assignee.

Registered Designs: the registered designs, short particulars of which are set out in **Error! Reference source not found.1.**

subsidiary: has the meaning given in clause 1.4.

Trade Marks: the registered trade marks and the applications short particulars of which are set out in the 0 2.

- 1.2 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.3 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 1.4 A reference to a **subsidiary** means a subsidiary as defined in section 1159 of the Companies Act 2006.
- 1.5 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 **Writing** or **written** includes fax but not e-mail.
- 1.10 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.12 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

2. **ASSIGNMENT**

Pursuant to and for the consideration set out in the Main Agreement (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Assigned Rights, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Registered Designs and Trade Marks; and
- (b) all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and
- (c) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in

respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the Trade Marks whether occurring before, on or after the date of this agreement.

3. **WARRANTIES**

The Assignor warrants that:

- (a) it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights;
- (b) for each of the applications and registrations listed in **Error! Reference source not found.** and **Error! Reference source not found.**, it is properly registered as the applicant or registered proprietor, and all application, registration and renewal fees have been paid;
- (c) it has not licensed or assigned any of the Assigned;
- (d) the Assigned Rights are free from any security interest, option, mortgage, charge or lien;
- (e) it is unaware of any infringement or likely infringement of any of the Assigned Rights;
- (f) as far as it is aware, all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights, and there is nothing that might prevent any application listed in **Error! Reference source not found.** and **Error! Reference source not found.** proceeding to grant;
- (g) as far as it is aware, exploitation of the Assigned Rights will not infringe the rights of any third party;

4. **MORAL RIGHTS**

On or before the date of this agreement, the Assignor shall provide the Assignee with written absolute waivers from all authors of the Materials in relation to all their moral rights arising under the Copyright, Designs and Patents Act 1988 in relation to the Materials and, as far as is legally possible, any broadly equivalent rights those authors may have in any territory of the world.

5. **WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other

right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

6. ENTIRE AGREEMENT

6.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

6.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

7. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

8. SEVERANCE

8.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

8.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

9. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

10. THIRD PARTY RIGHTS

No one other than a party to this agreement shall have any right to enforce any of its terms.

11. NOTICES

- 11.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (b) sent by fax to its main fax number.
- 11.2 Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery;
 - (b) if sent by pre-paid first-class post or other next working day delivery service.
 - (c) if sent by fax, on the next Business Day after transmission.
- 11.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12. GOVERNING LAW

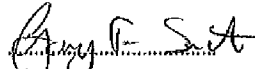
This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

13. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Signed by GARY SMITH
for and on behalf of SATELLITE
INFORMATION SERVICES LIMITED


.....
Director

Signed by DAVID MEYNELL
for and on behalf of SIS LIVE
LIMITED


.....
Director

Schedule 1

Registered Design Rights

| Country territory | or | Application registration number | or | Date of filing or registration | Description |
|----------------------|----|---------------------------------------|----|-----------------------------------|----------------|
| UK | | 4029544 | | 08/05/2013 | DriveForce 1.8 |
| UK | | 4029546 | | 08/05/2013 | ManPak |
| UK | | 4029547 | | 08/05/2013 | RouteCase |
| UK | | 4029542 | | 08/05/2013 | uPod |
| UK | | 4029543 | | 08/05/2013 | uPod Tr |

Schedule 2

Trade Marks

| Country/ territory | Mark | Application or registration number | Date of filing/ registration | Classes |
|-------------------------------|------------------|--|---|-----------------------------|
| Australia | uPod | 1156739 | 17/01/2007 | 09, 16, 35, 37, 38, 41 & 42 |
| | SISLIVE | 1285877 | 19/02/2009 | 09, 35, 36, 37, 38, 41 & 42 |
| | UBOOK | 1288604 | 20/11/2009 | 09 & 38 |
| | SIS Live Logo | 1285878 | 19/02/2009 | 09, 35, 37, 38, 41 & 42 |
| | SISLINK | 1156595 | 28/04/2008 | 09, 16, 37, 38, 41 & 42 |
| China | uPod | 7284490, 7284493, (7284492 - pending) | 14/10/2010 | 37, 38 (41 pending) |
| | SISLIVE | 7207381, 7207382, 7207383, 7207384, 7207385, 7207386 & 7207387 | 01/09/2010 | 09, 35, 36, 37, 38, 41 & 42 |
| | UBOOK | 7256440 | 07/10/2010 | 38 |
| | SIS Live logo | 7207379, 7207564, (7207565 & 7207380 - pending) | 28/11/2010 | 09, 37, (38 & 41 pending) |
| CTM | SISLivelink | EU012709796 | 14/08/2014 | 9, 37, 38, 41 & 42 |
| | uPod | EU003604436 | 16/11/2005 | 09, 16, 35, 37, 38, 41 & 42 |
| | DriveForce | EU010797249 | 10/04/2012 | 09, 16, 35, 37, 38, 41 & 42 |
| | ManPak | EU010797215 | 31/10/2012 | 09, 16, 35, 37, 38, 41 & 42 |
| | SISCASTER | EU008286858 | 01/12/2009 | 09, 38, 41 & 42 |
| | SISLIVE | EU007168421 | 25/02/2011 | 09, 35, 37, 38, 41 & 42 |
| | UBOOK | EU007254865 | 20/08/2009 | 09 & 38 |
| | UPAK | EU008945875 | 02/09/2010 | 9, 38 & 42 |
| | SIS Live logo | EU007168495 | 19/08/2008 | 09, 35, 37, 38, 41 & 42 |
| | SISLINK | EU005206024 | 06/09/2007 | 09, 16, 37, 38, 41 & 42 |
| | LoStow | EU013033361 | 26/06/2014 | 09, 16, 35, 37, 38, 41 & 42 |
| | RouteCase | EU008561136 | 16/03/2010 | 09, 38 & 42 |
| Hong Kong | uPod | 301299925 | 09/03/2009 | 9, 35, 38, 41, 42 |
| | uPod | 301303758 | 15/03/2009 | 37 & 42 |
| | SISLIVE | 301289511 | 19/02/2009 | 09, 35, 36, 37, 38, 41 & 42 |
| | UBOOK | 301299916 | 09/03/2009 | 09 & 38 |
| | SIS Live logo | 301289502 | 19/02/2009 | 09, 35, 36, 37, 38, 41 & 42 |
| | SISLINK | 300920178 | 25/07/2007 | 09, 16, 37, 38, 41 & 42 |
| Japan | uPod | 509048772 | 29/11/2013 | 9, 35, 37, 38, 41, 42 |

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|-------------|---------------|--|------------|-----------------------------|
| | SISLIVE | 5385999 | 28/01/2011 | 09, 35, 36, 37, 38, 41 & 42 |
| | UBOOK | 5303752 | 26/02/2010 | 09 & 38 |
| New Zealand | uPod | 762347, 762348, 762349, 762350, 762351, 762352, 762353 | 15/09/2006 | 09, 16, 35, 37, 38, 41 & 42 |
| | SISLIVE | 802717 | 08/01/2011 | 09, 35, 36, 37, 38, 41 & 42 |
| | UBOOK | 803472 & 803473 | 23/09/2008 | 09 & 38 |
| | SIS Live logo | 802716 | 19/02/2009 | 09, 35, 36, 37, 38, 41 & 42 |
| | SISLINK | 762036, 762037, 762038, 762039, 762040, 762041 | 10/07/2008 | 09, 16, 37, 38, 41 & 42 |
| Singapore | uPod | T09/02395D | 09/03/2009 | 09, 35, 38, 41, 42 |
| | uPod | T09/02744E | 16/03/2009 | 37 |
| | SISLIVE | T0901667B | 19/02/2009 | 09, 35, 36, 37, 38, 41 & 42 |
| | UBOOK | T09/02398I | 09/03/2009 | 09 & 38 |
| | SIS Live logo | T0901668J-O2, T0901668J-OI | 19/02/2009 | 09, 35, 36, 37, 38, 41 & 42 |
| UK | uPod | UK00002432721 | 28/02/2008 | 09, 16, 35, 37, 38, 41 & 42 |
| USA | uPod | 3820033 | 20/07/2010 | 09, 16, 35, 37, 38, 41 & 42 |
| | DriveForce | 4612017 | 30/09/2014 | 09, 35, 38 & 42 |
| | ManPak | 4479754 | 11/02/2014 | 09, 35 & 38 |
| | SISCASTER | 3918592 | 15/02/2011 | 09, 38, 41 & 42 |
| | SISLIVE | 77673869 | 11/09/2012 | 09, 35, 36, 37, 38, 41 & 42 |
| | UBOOK | 3776919 | 20/04/2010 | 09 & 38 |
| | UPAK | 4063310 | 29/11/2011 | 09 |
| | SIS Live logo | 77673936 | 11/09/2012 | 09, 35, 36, 37, 38, 41 & 42 |
| | SISLINK | 3625125 | 26/05/2009 | 09, 37, 38, 41 & 42 |